

TERRENCE DELOZIER.

APRIL 11, 1884.—Committed to the Committee of the Whole House and ordered to be printed.

Mr. SNYDER, from the Committee on Claims, submitted the following

REPORT:

[To accompany bill H. R. 1431.]

*The Committee on Claims, to whom was referred the bill (H. R. 1431) for the relief of Terrence Delozier, respectfully submit the following report:*

This claim was submitted to the Forty-seventh Congress and referred to the Committee on the Post-Office and Post-Roads. Mr. Lacey, from said committee, submitted a report which embodies a brief and correct statement of the facts as shown by the evidence filed, which is here presented and made part of this report:

The claimant, Terrence Delozier, represents, under oath, that he is a citizen of the United States, of Saint Augustine, Cambria County, Pennsylvania; that in the spring of 1872 he, with others, put in proposals to the proper Department for carrying the United States mails (under the published advertisement inviting proposals) on route No. 2942, between Fallen Timber and Carrolltown; that on the 30th day of March, 1872, he was notified by the mail department that his proposal was accepted, and that a contract would be duly sent for execution; that for years previous, and at that time, the mails were carried on said route, under schedule, but once a week and return. The claimant so understood the new proposals, and was informed by the postmaster at Carrolltown that the contract would embrace only one trip per week on each route, whereas in fact, as he discovered too late, after executing the contracts, the mails on said route were to be carried twice a week; that the claimant had taken the contract at the rate of \$150 per annum, with the understanding that he was to make one trip weekly; and that through this error and mistake, mainly attributable to the postmaster at Carrolltown, he was compelled to perform just double the service intended by proposal and contract, and so understood by all parties at the time.

The claimant feels that the Government should now the more readily give him relief from the fact that he was led into this error by the postmaster, who positively assured him that the Department required but a single trip weekly; that this extra service, to the amount of \$600 in four years, is particularly burdensome on the claimant for the reason that he is a poor man; and notwithstanding this loss he performed the service contracted for faithfully.

He further represents that the weather was unusually severe during the period of said contract, and he lost heavily in stock in consequence; but of this he could not complain if he was otherwise reasonably compensated.

Affidavits now on file by Mr. John Buck, the postmaster at Carrolltown, show that the error was mainly caused by his mistake in giving erroneous information to said contractor, and substantiate the truthfulness of the statement of facts set forth by the said Terrence Delozier in his affidavit.

Henry Scanlan, a justice of the peace in and for said county and State, also presents sworn evidence that at the time the papers of said proposal and contract were executed before him, preliminary to entering upon his duty as mail carrier, the question arose as to whether the mails were to be carried once or twice a week, and that he advised said contractor to see the postmaster and procure the desired information, and that he returned with the explicit information from the postmaster that the mails

were to be carried once a week, and that the contract was signed with that understanding; and that he has read the statement made by said Terrence Delozier, and has good reason to know and believe the same to be true in every particular.

The committee, having reviewed the testimony and considered all the evidence in this case, are of the opinion that the contract was entered into through a misunderstanding between the contractor and the Government, mainly attributable to a wrong statement made in good faith by the postmaster at Carrolltown to said Terrence Delozier, the contractor, and that on account of said misunderstanding he has performed double the duty he supposed he was obliged to perform, and double that which had theretofore been performed.

Your committee consider this a meritorious claim, and therefore recommend the passage of the bill.